

STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES  
ADMINISTRATION  
FPR (41CFR) 101-16.601

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE:  
SEP 25 2009

LEASE No. GS-11B-02101

THIS LEASE, made and entered into this date between

whose address is

**The Northwestern Mutual Life Insurance Company**  
**c/o Cambridge Asset Advisors, L.P.**  
**560 Herndon Parkway, Suite 210**  
**Herndon, VA 20170**

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

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WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

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1. The Lessor hereby leases to the Government the following described premises:

A total of 29,084 BOMA Rentable Square Feet (BRSF) (yielding 24,342 BOMA Office Area Square Feet (BOASF)) and consisting of 16,694 BRSF (14,064 BOASF) located on the entirety of the 13<sup>th</sup> floor and 12,390 BRSF (10,278 BOASF) located on a portion of the 14<sup>th</sup> floor, together with 11 reserved parking spaces for official government vehicles located on the "A" level of the building parking garage, in the building known as Park Center Building I and located at 3101 Park Center Drive, Alexandria, Virginia 22302 to be used for SUCH OFFICE AND RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT (See Attachment B – Floor Plans of Leased Premises and Parking Plan). (NOTE: Due to a re-measurement using current ANSI/BOMA standards as defined in this Lease, the foregoing measurements under this Lease have changed from the measurements under former lease GS-11B-70344 of 27,656 BRSF (yielding 23,741 BOASF)).

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of FIVE YEARS commencing on August 1, 2007 and ending on July 31, 2012. Effective as of the commencement date of this Lease, former lease number GS-11B-70344 shall be of no further force or effect.

3. The Government shall pay the Lessor annual rent of \$866,703.20 at the rate of \$72,225.27 per month in arrears (\$29.80/BRSF; \$35.6052584/BOASF) for the term specified in Paragraph 2 above. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: **The Northwestern Mutual Life Insurance Company, c/o Cambridge Asset Advisors, L.P., 560 Herndon Parkway, Suite 210, Herndon, VA 20170**, or in accordance with the provision on electronic payment of funds. Notwithstanding the foregoing, the Government shall be entitled to abatement of rent in the total amount of \$62,045.69 applied as follows: (a) rent due for the first month of the lease term shall be partially abated in the amount of \$6,902.50 rent (equivalent to three (3) months rent for the eleven (11) reserved parking spaces); and (b) a portion of the monthly shell rent shall be partially abated during the 1<sup>st</sup> month of the lease term in the total amount of \$55,143.19, as more fully set forth in paragraph 6(C) below.

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4. The Government may terminate this lease at any time effective on or after September 15, 2011 by providing written notice to the Lessor at least 365 days in advance of the effective date of termination, and no rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

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5. This lease may be renewed at the option of the Government for one (1) additional one-year renewal term at an annual rent of \$959,003.48 payable at the rate of \$79,916.96 per month in arrears (\$32.973576 per BRSF; \$39.39707 per BOASF), provided notice be given in writing to the Lessor at least 365 days before the end of the original lease term; all other terms and conditions of this lease shall remain the same during any renewal term, excluding rental abatement and except that the Government may terminate this lease effective at any time during the renewal term by giving at least 365 days notice in writing to Lessor. Notices under this paragraph shall be computed commencing with the day after the date of mailing or with the day after the date of overnight delivery.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

A. All services, utilities, alterations, repairs, and maintenance, as well as any other right and privilege stipulated by this Lease, the SFO and its Attachments, are included in the rent.

B. The rental rate set forth in Paragraph 3 above does not include a Tenant Improvement Allowance. The Government hereby accepts the existing tenant improvements and building shell elements within the leased premises in their existing condition, except as otherwise provided in this Paragraph 6(B) and in Rider #1 – Fire Protection and Life Safety. Notwithstanding the foregoing, commencing with the execution date of this lease and continuing thereafter throughout the remainder of the lease term, Lessor shall, at its expense, maintain and repair (or replace, if necessary) such items or conditions that relate to the building shell so that they are in good repair and tenable condition and as otherwise required by SFO Paragraph 7.10 "Maintenance and Testing of Systems". If any replacement of building systems shall become necessary during the term of this Lease, such replacement shall meet the performance requirements of the SFO. In addition, Lessor shall provide the following work, to be performed after normal business hours, at its sole cost and expense and in accordance with the performance specifications of the SFO, within 120 days following lease execution:

- Replace existing carpet, padding and vinyl wall base;
- Repair and/or replace all damaged vinyl composite floor tiles;
- Repaint all suites, walls, trim, doors and frames;
- Clean all light fixtures and ceiling grid;
- Clean all HVAC vents and wall convector units;
- Clean and/or repair all window blinds;
- Replace any damaged ceiling tiles, lights lens and diffusers; and
- Provide new balancing of HVAC system and correct any problem areas.

C. In accordance with Paragraph 1.13 "Broker Commission and Commission Credit" of the Lease, Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of (b) (4) of the lease value for the firm term through September 15, 2011 (i.e., 4 years and 46 days). The total amount of the commission is (b) (4). In accordance with the "Broker Commission and Commission Credit" paragraph, Studley, Inc. has agreed to forego (b) (4) of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is (b) (4) and shall be paid as free rent to be taken during the first month of the lease. The Lessor agrees to pay Studley, Inc., 555 13th Street, N.W., Suite 420 East, Washington, DC 20004, the Commission less the Commission Credit in the lump sum amount of (b) (4) which shall be earned upon award and paid to Studley, Inc. within 30 days following execution of this Lease by the Government.

D. For purposes of Paragraph 3.4(F) and 3.5 of the SFO, as of the date hereof, the Government's percentage of occupancy is 13.283823%, based on occupancy of 29,084 BRSF in a building of 218,943 BRSF. Evidence of payment of taxes shall be furnished as provided by Paragraph 3.5(D) of the SFO.

E. For purposes of Paragraphs 3.6 and 3.7 of the SFO, as of the date hereof, the operating cost base is (b) (4).

F. Pursuant to Paragraph 3.10 "Common Area Factor", the Add-On Factor is determined to be 1.19480733, calculated as follows: 29,084 BRSF/24,342 BOASF.

G. Pursuant to paragraph 7.2 of the SFO, services, utilities, and maintenance shall be provided daily, extending from 7:00 am to 6:00 pm, Monday through Friday, excluding Saturdays, Sundays and federal holidays. Beyond the aforementioned hours, the overtime HVAC service rate shall be \$45.00 per hour per floor for the first floor used, and \$25.00 per hour per floor for the second floor used, with a minimum of 4 hours charged for weekend usage. These charges are inclusive of all labor, maintenance, and service fees. Notwithstanding the hours of HVAC service, the Government shall have access to the leased space and appurtenant areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.

H. Pursuant to paragraph 7.6(A) of the SFO, the additional cost to convert after-hours cleaning to daytime cleaning is \$0.65 per BOASF.

I. The adjustment to the rent for space previously occupied by the Government and then vacated is \$2.27 per BOASF.

J. The eleven (11) reserved parking spaces identified in Paragraph 1 above shall be marked "US Government Parking Only" at the Lessor's sole cost and expense. In addition to these eleven (11) reserved parking spaces, which are already included in the annual rent set forth in Paragraph 3 above, the Government, including Government employees occupying the leased premises, may purchase individual permits separate and apart from the rental due under Paragraph 3 hereof to lease up to 59 additional parking spaces in the building's garage at annual rates of \$1,255.00 per non-reserved space and \$2,510.00 per reserved space.

K. This document shall not constitute a payment obligation until the date of its execution by the United States. As a result, even though payments are to be made retroactively, no moneys whatsoever are due under this agreement until thirty (30) days after its execution.

L. In the event of a conflict between this SF2 and any other documents that comprise the Lease, the SF2 shall govern.

7. The following are attached and made a part hereof:

- A. Rider # 1 – Fire Protection and Life Safety, 1 page
- B. Floor Plans of the Leased Area and Parking Plan, 2 pages
- C. Solicitation For Offers No. 08-025, 52 pages
- D. Attachment #4 Fire Life Safety Evaluation – 13 pages
- E. Pre-Lease Building Security Plan, 6 pages
- F. GSA Form 1217 – Lessor's Annual Cost Statement, 1 page
- G. GSA Form 3517B - General Clauses, 33 pages
- H. GSA Form 3518 – Representations and Certifications, 7 pages
- I. Small Business Subcontracting Plan, 16 pages

8. The following changes were made in this lease prior to its execution:  
SFO Attachments 1-3 have been intentionally omitted.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

Lessor: **The Northwestern Mutual Life Insurance Company, a Wisconsin Corporation**

By: Cambridge Asset Advisors LLC, as agent

(b) (6)

BY

(Signature)

By: Randy S. Jaegle, Chief Operating Officer

IN PRESENCE

(b) (6)

OF

ADDRESS 5160 HERNDON PKWY, S. 210 HERNDON, VA 20170

UNITED STATES OF AMERICA

(b) (6)

BY

CONTRACTING OFFICER